

Clarke Co.

Teamsters #238 (Sheriff)

7/1/2006 6/30/2008

**A G R E E M E N T**

THIS AGREEMENT entered into this 1st day of July, 2006, by and between CLARKE COUNTY, IOWA SHERIFF'S OFFICE, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL 238, Des Moines, Iowa, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union and cancels all past practices. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

**ARTICLE 1  
EMPLOYER RIGHTS**

Public Employers shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to: direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in positions within the public agency; suspend or discharge public employees for proper cause; maintain the efficiency of governmental operations; relieve public employees from duties because of lack of work or for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; exercise all powers and duties granted to the Public Employer by law.

**ARTICLE 2  
RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5194, dated November 2, 1994.

INCLUDED: All full-time and regular part-time Deputies and Dispatcher/Jailers and Jailers employed at the Clarke County Sheriff's Office.

EXCLUDED: All elected officials, supervisors, confidential employees, all other employees and those employees excluded by Section 4 of the Act.

**ARTICLE 3  
NON-DISCRIMINATION IN EMPLOYMENT**

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

**ARTICLE 4  
NO STRIKE - NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins,

mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

## **ARTICLE 5 HOURS OF WORK AND OVERTIME**

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determinations of daily and weekly hours of work shall be made by the Employer.

The normal workweek shall consist of six (6) consecutive days on duty followed by three (3) consecutive days off duty, except for employees assigned to a different schedule. The normal workday for the Deputies will consist of nine (9) hours with a one (1) hour paid lunch. Deputies will work rotating shifts. Rotation of the jail shifts will be at the Sheriff's discretion. The normal workday for the Dispatcher/Jailers will consist of eight and one-quarter (8 1/4) hours. These shifts shall begin at the following times: 23:45-08:00 hours; 7:45-16:00 hours; and 15:45-00:00 hours. Shifts for Jailers will be as follows: 5:45-14:00 hours; 13:45-22:00 hours; and 21:45-06:00 hours. The Employer may change normal hours of work or scheduled workdays by written notification six (6) days in advance of the change. Changes in the hours of work or scheduled workdays can be made any time in emergency or other extenuating situations.

Overtime-Deputies Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of fifty-four (54) hours in the nine (9) day work period.

Overtime-Dispatcher/Jailers and Jailers Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of forty-nine and one-half (49.5) hours in the nine (9) day work period. Employees working a 5-2 schedule shall be paid overtime for hours worked in excess of 41.25 hours per week.

Overtime must have prior approval of the Sheriff. The Sheriff, at his discretion, may approve compensation of overtime hours in the form of compensatory time off at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. Employees may not accumulate more than fifty-four (54) hours of compensatory time.

Paid leaves, sick leave, and holidays shall not be counted as working time for the purpose of determining overtime. Only vacation hours shall count as working time for the purpose of computing overtime.

Call Back and Court Time If an employee is recalled to work or required to appear in court as a witness (related to work) outside of his/her regular scheduled work hours or on a non-scheduled day, they shall be paid a minimum of two (2) hours at the appropriate rate of pay. This section only applies to call back time. It does not apply when employees are called into work earlier than their normal starting time.

Standby Any employee placed on standby other than 18:00-19:00 hours, 04:00-06:00 hours, and 06:00-07:00 hours and is expected to respond in a timely manner shall receive 25% of their normal hourly rate for time spent in the "standby" status. Standby pay for hours from 16:00-18:00 hours will be paid at Two Dollars and Fifty Cents (\$2.50) per hour.

## **ARTICLE 6 SENIORITY**

Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire. If a regular part-time employee is transferred to full-time status, benefit eligibility will begin to accrue on the date of full-time employment.

A new employee shall serve a probationary period of six (6) consecutive months. Deputy Sheriffs will serve a probationary period as specified by state law. Probationary employees may be terminated during the probationary period without recourse to the grievance procedure.

When the working force is to be reduced, the Employer will select the job classifications to be reduced. The layoff will be accomplished in the following sequence: probationary employees first, and finally regular employees based upon their job performance, and if performance is equal, seniority will rule. The Employer will give a five (5) calendar day notice prior to the date of layoff or pay in lieu of the five (5) day notice.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) calendar days after receipt thereof and actually report to work in seven (7) calendar days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated. Temporary and probationary employees have no recall rights.

An employee shall lose their length of service and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged, unless reinstated through the grievance procedure.
- (c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence. Failure to report for work at the end of leave of absence.
- (d) Failure to report to work within seven (7) calendar days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (e) Seniority rights will be forfeited after the continuous period of layoff exceeds eighteen (18) months.
- (f) Employee retires.

- (g) An employee is absent from work for any reason other than work related injury for over one (1) year or for a period of time equal to his/her length of service, whichever is shorter.
- (h) An employee is absent from work due to a work related injury for over eighteen (18) months.

## **ARTICLE 7 GRIEVANCE PROCEDURE AND ARBITRATION**

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

### Grievance Steps:

Step 1. An employee shall present a grievance in writing to his/her immediate supervisor within seven (7) calendar days following its occurrence in an effort to resolve the problem in an informal manner. The immediate supervisor will answer the grievance in writing within seven (7) calendar days.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or the Union shall present a grievance in writing to the Sheriff or his designated representative within seven (7) calendar days following the Step 1 answer. The Sheriff may schedule a meeting with the employee and/or his/her Union representative. Within fourteen (14) calendar days after receipt of the grievance or after the meeting if one is held, the Sheriff will answer the grievance(s) in writing.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within fourteen (14) calendar days after the date of the County Sheriff's answer given in Step 2.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date of the alleged violation of the Agreement. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it may automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within fourteen (14) calendar days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the moving party making the first strike of names.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to ignore, nullify, change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

If the employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Timelines may be extended by mutual agreement of the parties.

## **ARTICLE 8 SICK LEAVE**

Paid sick leave shall accumulate at the rate of one (1) day per month worked, to a limit of ninety (90) days. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of actual personal sickness and disability, including pregnancy. Paid sick leave time can be used for doctor or emergency dental appointments of the employee that cannot be scheduled after working hours. Said time used will be charged to the nearest hourly increment. Employer approval is required before an employee can be released to attend said appointment(s).

In order to receive compensation while on sick leave, the employee shall notify the Employer in advance of absence. All sick leave shall be approved by the Employer. When the absence is more than three (3) working days, the employee may be required to file a statement from the employee's attending physician stating the cause of the absence and that the employee is fit to resume his/her normal duties.

Accumulation of sick leave shall terminate when an employee's sick leave benefits have been exhausted and shall begin to accumulate again at the end of the first full month after his/her return to work.

All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation.

Probationary Employees. Employees are not eligible for sick leave benefits for the first six (6) months of employment. Sick leave benefits can be earned during the probationary period.

Part-Time Employees. Part-time employees are not eligible for sick leave benefits.

Conversion of Sick Leave to Vacation If an employee has accumulated maximum sick leave hours, he/she will be eligible to convert sick leave to vacation or pay as follows:

January – July – If an employee uses no sick leave from January 1 to June 30, he/she will earn one (1) day of vacation or one (1) day pay to be used between July 1 and December 31.

July – December – same as above.

Payout of Sick Leave Upon Retirement Regular full-time employees who have applied for benefits under the Iowa Public Employment Retirement System and have credits for unused sick leave available at the time of retirement are eligible to receive payment in lieu of those benefits. The payment shall be calculated by multiplying the number of hours accumulated, unused sick leave available to the employee at the time of retirement by the employee's hourly rate of pay at that time. Effective 7-1-06, the total cash payment for accumulated, unused sick leave shall not exceed \$700.00. Effective 7-1-07, the total cash payment shall not exceed \$800.00

An employee may use up to five (5) days of sick leave per year for an emergency or serious illness of the employee's spouse or child requiring the employee's attention and assistance.

The County's policy on Family and Medical Leave will apply to bargaining unit employees.

## **ARTICLE 9 FUNERAL LEAVE**

Regular full-time employees, upon completion of the probationary period, shall be eligible for a paid leave of absence of up to five (5) days for arrangement or attending the funeral of the employee's spouse, child, parent and up to three (3) days for sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent or grandchildren. The employee must attend the funeral to receive pay. Employees will be allowed up to one (1) day off with pay per occurrence to attend a funeral when the employee is to serve as a pallbearer.

Only days after which would have been compensable workdays will be paid for at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work. No payment will be made during vacations, holidays, layoffs or other leaves of absence. Payment will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work.

## **ARTICLE 10 VACATIONS**

Regular full-time deputies shall be entitled to paid vacations as follows:

<u>Length of Continuous Employment</u>	<u>Vacation Time Earned</u>	<u>Vacation Time Credit</u> <u>(Hrs. per pay period)</u>
During year 1	1 workweek	2.08
During year 2 – 7	2 workweeks	4.15
During year 8 – 16	3 workweeks	6.23
During year 17 and thereafter	4 workweeks	8.31

Regular full-time Jailer/Dispatchers and Jailers shall be entitled to paid vacations as follows:

<u>Length of Continuous Employment</u>	<u>Vacation Time Earned</u>	<u>Vacation Time Credit</u> (Hrs. per pay period)
During year 1	1 workweek	1.90
During year 2 – 7	2 workweeks	3.81
During year 8 – 16	3 workweeks	5.71
During year 17 and thereafter	4 workweeks	7.62

Vacation used during a pay period will be deducted from the employee's vacation balance before credited vacation time is added. A negative vacation balance must be approved in advance by the Sheriff. An employee's vacation balance may never exceed the total vacation earned in one year plus 1 workweek. Vacation in excess of this amount will not be added to the vacation balance and will be forfeited. Each employee is responsible for managing their own vacation balance and scheduling vacation (through their supervisor) to ensure no vacation time is lost.

The scheduling of vacation leave is dependent upon the judgment and discretion of the Sheriff. The Sheriff may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacation time will normally be taken in weekly increments; however, employees may use up to six (6) days in daily increments. Requests for daily increments will be made at least six (6) days in advance, unless mutually agreed otherwise.

Vacation pay will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work.

Upon termination from County service, an employee shall be paid for all earned, but unused vacation left at time of termination

## **ARTICLE 11 HOLIDAYS**

Regular full-time employees are eligible for the following paid holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Personal Day. Each employee will receive one (1) personal day per year. Employees must request the holiday at least seven (7) days in advance. The scheduling of the holiday must be approved by the Sheriff.

An employee required to work on any recognized paid holiday shall be paid one and one-half ( 1 1/2) times the employee's hourly rate for the hours actually worked on a holiday.

Employees on an unpaid leave of absence or on sick leave for 30 working days or more are not eligible for holiday pay. If a holiday falls during an employee's vacation, pay for the holiday will be paid as holiday pay and not vacation pay.

Part-time employees are not eligible for holiday pay; however part-time employees required to work on any recognized paid holiday shall be paid one and one-half (1 1/2) times the employee's hourly rate for the hours actually worked on a holiday.



## **ARTICLE 12 INSURANCE**

The Employer agrees to pay the single premium for each eligible regular full-time employee for a Health and Major Medical group insurance program of the Employer's choice, with benefit levels substantially equal to the current plan. If an employee elects family coverage, he/she may do so by paying 35% toward the cost of the current dependent premium.

The insurance program referred to in this Article shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

If the insurance carrier modifies the insurance plan a County insurance committee will meet to study and recommend necessary adjustments. Union stewards (2) from the bargaining unit will be members of the County's insurance committee.

## **ARTICLE 13 DUES CHECKOFF AND INDEMNIFICATION**

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## **ARTICLE 14 UNIFORMS**

Upon approval of the Sheriff, all employees are allowed up to \$300 per fiscal year for purchase and dry cleaning of uniforms. Reimbursement will be made upon receipt of claim. Receipts must be attached.

## **ARTICLE 15 JURY DUTY**

An employee on jury duty will be continued on the payroll and be paid his/her regular rate of pay for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Employees who are released from jury duty are expected to return to work. Necessary scheduling changes to accommodate jury duty will be handled by the affected employee and the Sheriff.

## **ARTICLE 16 DISPATCHER & JAILER VACANCIES**

Application of current employees will be considered before hiring from the outside.

**ARTICLE 17**  
**JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES**

Reference is made here to Exhibit A, Job Classifications and Straight Time Hourly Wage Rates. By this reference, said Exhibit A becomes a part of this Agreement.

**ARTICLE 18**  
**DURATION OF AGREEMENT**

THIS AGREEMENT shall become effective July 1, 2006. It shall remain in full force and effect until the first day of July, 2008, and shall be renewed year to year thereafter unless either party gives notice in writing of a desired change in this Agreement no later than September 15 of the year immediately prior to the expiration date of this Agreement.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement.

Signed this 31<sup>st</sup> day of May, 2006.

EMPLOYER

SHERIFF'S DEPARTMENT  
CLARKE COUNTY, IOWA

By [Signature]  
Sheriff

By [Signature]  
Chair, Board of Supervisors

Acknowledged by:

Rene Von Bokern  
Employer Representative  
Von Bokern Associates, Inc.

UNION

TEAMSTERS LOCAL 238

By [Signature]  
Employee Representative

By [Signature]  
Employee Representative

By [Signature]  
Business Representative

**EXHIBIT A**  
**JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES**

<u>Deputies</u>	<u>7-1-06</u>	<u>7-1-07</u>
Hire	\$34,826.77	\$36,045.71
End of probation	\$35,723.91	\$36,974.25
After 1 year	\$37,069.59	\$38,367.03
After 2 years	\$38,415.30	\$39,759.84
After 3 years	\$39,312.43	\$40,688.37
After 4 years	\$40,209.55	\$41,616.88

Jailers/Dispatchers and Jailers

<u>Full-Time</u>		
Hire	\$22,938.95	\$23,741.81
After 6 months	\$24,253.67	\$25,102.55
After 1 year	\$25,568.40	\$26,463.29

<u>Part-Time</u>		
Hire	\$11.43	\$11.83
After 6 months	\$12.08	\$12.50
After 1 year	\$12.73	\$13.18

Add \$1,000 to above figures for  
full-time Night Shift Dispatcher and Jailer

Effective July 1, 2006, add \$200.00 to above figures for full-time 2<sup>nd</sup> shift and swing shift dispatcher and jailer. Effective July 1, 2007, add \$300.00 to above figures for full-time 2<sup>nd</sup> shift and swing shift dispatcher and jailer. For example, a full-time Jailer/Dispatcher with 1 or more years of service who works 2<sup>nd</sup> or swing shift receives a total of \$25,768.40 for 2006-2007. For 2007-2008, he/she receives a total of 26,763.29.

Effective July 1, 1997 the following longevity schedule will apply:

After 5 years of service	\$.10 per hour
After 10 years of service	\$.15 per hour
After 15 years of service	\$.20 per hour
After 20 years of service	\$.25 per hour